

Wireless E-911 PSAP Funding Request/Report Worksheet

PSAP: Christiansburg Police CommunicationsPeriod: 2001Total Received: \$ 96,913.00Total Actual: 86,336.00Difference: (10,577.00)

Call Load Data:

Estimated	Actual	Actual
Total telephone calls handled by the PSAP	110,000	85,772
Total 911 calls handled by the PSAP	5,000	5,704
Total wireless 911 calls handled by the PSAP	2,500	2,651
		3.09%

Equipment used only for Wireless E-911:

Estimated	Actual	Actual
CAS Upgrade	\$ 27,500.00	27,500
911 trunks to PSAP installation fee	\$ 1,860.00	1,860
Magic Version 2.5	\$ 43,393.00	43,393
Total dedicated wireless Equipment:	\$ 72,753.00	72,463

Shared Equipment:

Estimated	Actual	Actual
Total Shared Equipment for Formula:		

Maint. Contract was 2,500
part of Estimated: $\frac{2,500}{110,000} \times = \$ 0.00$

CPE Purchase: $\frac{2,651}{85,772} \times \cancel{\$ 142,500} = \cancel{\$ 4,403.25}$
Actual:

Local Exchange Costs (LEC):

Estimated	Actual	Actual
911 trunk line monthly cost (60 month)	\$ 20,160.00	672 0
Total LEC Costs:	\$ 20,160.00	672 0

2 months (Jul-Aug 01)

Wireless E-911 PSAP Funding Request/Report Worksheet

PSAP: Christiansburg Police CommunicationsPeriod: 2001

Personnel Costs:

Description	Amount	Total
Salary and benefits	\$ 176,000.00	305,363
Total Shared Equipment for Formula:	\$ 176,000.00	305,363

Estimated: $\frac{2,500}{110,000} \times \$ 176,000.00 = \$ 4,000.00$

Actual: $\frac{2651}{85772} \times 305,363 = 9,466.00$

Mid-Year Adjustment:

Description	Amount	Total
	\$ 0.00	
Total of mid-year adjustment:	\$ 0.00	

I certify on behalf of the Christiansburg Police Communications that all funds were used consistent with the information provided to the Board in this report.

Megan White 11-28-01
Name and Title Date
Co-ordinator



Acct 023 792 4286 911 95 Aug 13 2001

Summary

\$.00 From Last Bill
.00 Last bill
.00 Payments
.00 Balance from last bill

72467.40 Current charges
72467.40 Verizon
\$72467.40 Subtotal Pay Verizon by Sep 12

Page
2-3**\$72467.40 Pay Verizon**

This bill was mailed on Aug 20, 2001.
A late payment charge of 1.5% will apply
to any amounts not received by Sep 12.

8107.5611

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Page 1

Acct 023 792 4286 911 95 Aug 13 2001

Verizon Charges

We are not holding a deposit

\$ 168.00 Monthly Service Aug 13-Sep 12

SO:4333728

One time charge(s) from Jun 15

37.20 Processing order
120.00 Charge for Labor

TN:792-4286 SO:4333728

One time charge(s) from Jun 15

70893.00 WZJGZ Connection of service

TN:911-3811 SO:4333728

Charge from Jun 15 thru Aug 12
Additions

Per Month

319.20 2 E8K Emergency reporting systems

168.00

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Acct 023 792 4286 911 95 Aug 13 2001

One time charge(s) from Jun 15

930.00 E8K Installation of equipment

*Charge not regulated by State Corporation Commission

\$72299.40 Subtotal Verizon Charges

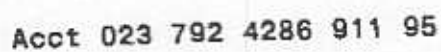
USOC TRANSLATION

E8K Enhanced 911 line at public safety
Answering point
WZJGZ Special Assembly

\$72467.40 Total Verizon

Questions call

540 265-5050



Payment Page

Send with your payment

Amount Due

\$336.00


Notice: Late charge details on Summary page

Please Pay:
Verizon
By Dec 12

00005268 1 AT 0.269 01

TOWN OF CHRSTNSBRG
WIRELESS 911

10 E MAIN ST
CHRSTNSBG VA 24073-3028

CHRSTNSBG VA 24073-3028


AMOUNT PAID

\$.

Questions call
540 285-5050

PO Box 17398
Baltimore MD 21297-0429

10902307924286911003329200112134000000000000000000033600800000

LEC

TOWN OF CHRISTIANBURG, VIRGINIA

REFERENCE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET PAID
0337924286	08/24/01		72467.40	0.00	72467.40
0337924283	08/24/01		1469.00	0.00	1469.00

CHECK NO.	DATE	55223	GROSS	DISCOUNT	CHECK AMOUNT
55223	08/24/01		73936.40	0.00	73936.40

TOWN OF CHRISTIANBURG, VIRGINIA
CHRISTIANBURG, VIRGINIA 24073

FIRST NATIONAL BANK
CHRISTIANBURG, VIRGINIA

68-222
514 55223

DATE	CHECK NO.	CHECK AMOUNT
08/24/01	55223	\$73,936.40

PAY EXACTLY **73936 DOLLARS AND 40 CENTS

PAY
TO THE ORDER OF
OF
VERIZON
PO BOX 17398
BALTIMORE, MD
21297-0429

VOID IF NOT CASHED IN 90 DAYS
BY ORDER OF COUNCIL

TREASURER

NON-NEGOTIABLE
TOWN MANAGER

⑈055223⑈ ⑆051402220⑆ 01⑈0299⑈7⑈

TOWN OF CHRISTIANBURG, VIRGINIA

REFERENCE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET PAID
028371127	01/26/01		152008.23	0.00	152008.23

CPE Purchase

CHECK NO. DATE

52865

52865 01/26/01

GROSS	DISCOUNT	CHECK AMOUNT
152008.23	0.00	152008.23

TOWN OF CHRISTIANBURG, VIRGINIA
CHRISTIANBURG, VIRGINIA 24073FIRST NATIONAL BANK
CHRISTIANBURG, VIRGINIA68-222
514

52865

DATE	CHECK NO.	CHECK AMOUNT
01/26/01	52865	\$152,008.23

PAY EXACTLY **152008 DOLLARS AND 23 CENTS

PAY
TO THE ORDER OF
VERIZON
PO BOX 17398
BALTIMORE, MD

21297-0429

VOID IF NOT CASHED IN 90 DAYS
BY ORDER OF COUNCIL*Maria H. H. H.*
TREASURER*P. H. H. H.*
TOWN MANAGER

⑈052865⑈ ⑆051402220⑆ 01⑈0299⑈7⑈



Acct 023 792 4283 911 27 Jan 13 2001

Verizon Charges

We are not holding a deposit

\$ 1469.00 Monthly Service Jan 13-Feb 12

TN:792-4283 SO:4332660

Charge from Oct 19 thru Jan 12

Per Month

4064.23 13 EBZ Emergency reporting systems

1469.00

SO:1896085

One time charge(s) from Dec 22

Processing order

Connection of service

18.50
142500.00

SO:1896089

One time charge(s) from Dec 22

Processing order

Connection of service

18.50
3938.00

Page 3



Acct 023 792 4283 911 27 Jan 13 2001

\$150539.23 Subtotal Verizon Charges.

USOC TRANSLATION

EBZ Enhanced 911 Service-combined automatic
Number identification, automatic
Location identification, and selective
Routing

\$152008.23 Total Verizon

Questions call

540 285-5050

Page 4



Acct 023 792 4283 911 27 Jan 13 2001

Summary

\$.00 From Last Bill
Last bill
.00 Payments
.00 Balance from last bill

152008.23 Current charges
Verizon
152008.23 Subtotal

Page
3-4

\$152008.23 Pay Verizon

This bill was mailed on Jan 19, 2001.
A late payment charge of 1.5% will apply
to any amounts not received by Feb 12.

8109.5611

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Page 1

Acct 023 792 4283 911 27 Jan 13 2001

For Your Information

Federal Universal Service Fund (FUSF) Surcharge change

Your bill includes a FUSF Surcharge that reflects the amount that Verizon is required to contribute to the Federal Universal Service Fund. This fund helps maintain affordable local telephone service for all Americans, discounted service to schools, public libraries and low-income customers. Starting January 2, 2001 the FUSF surcharge will increase from \$.36 to \$.43 on all dial tone lines and trunks. On Centrex lines (line size dependent), the increase will be between \$.01 & \$.07, and on ISDN PRI pipes the rate increases from \$1.80 to \$2.15 per pipe.

All rates are subject to FCC approval.

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Bell Atlantic Enterprise Services Inc.
5415 Airport Road, N.W.
Roanoke, Virginia 24012
540 265-5064
FAX 540 982-4808



March 30, 1999

Mr. Lance Terpenney
Town Manager
Town of Christiansburg
100 Main Street
Christiansburg, VA 24073

Dear Mr. Terpenney:

I am in receipt of your Lease Agreement for 911 Plant equipment in support of Bell Atlantic's new database for Enhanced 911 service. Attached please find your copy of the signed Lease Agreement for your records.

Gracie Hart, Communications Representative, will be responsible for the installation of the equipment and will be coordinating the project with Mr. Barry Helms. We sincerely appreciate the Town of Christiansburg's business and look forward to continuing our partnership in serving the needs of Christiansburg.

If you should have any questions, please contact me on (540) 265-5064.

Sincerely,

Fred Walters

Fred Walters
Corporate Account Manager

\$ 142,500.⁰⁰

Attachment



APPLICATION FOR THE LEASE OF 9-1-1 ENHANCED CUSTOMER PREMISE EQUIPMENT

The Town of Christiansburg, Virginia ("Customer") hereby applies for the telecommunications Customer Premises Equipment ("CPE") used for terminating 9-1-1 calls as described in this Application (the "CPE" and "Services"). After the parties sign this Application, Bell Atlantic - Virginia, Inc. ("Bell Atlantic") will furnish, and Customer will subscribe to, use and pay for, the CPE in accordance with the terms and conditions of this Application.

1. Bell Atlantic will furnish Customer with the CPE and Services at the location(s) and in the quantities set forth in Appendix A, "Description of Services and CPE". Appendix A is made a part of this Application and is incorporated herein by reference.

2. Customer agrees to pay Bell Atlantic for the Services and for the use of the CPE at the rates set forth in Appendix B, "Rates". Appendix B is made a part of this Application and is incorporated by reference. Customer also agrees to pay Bell Atlantic applicable taxes, fees, duties and surcharges in addition to the rates, except taxes on Bell Atlantic's income. Should Customer be exempt from such taxes it shall provide to Bell Atlantic evidence of exemption from such taxes acceptable to Bell Atlantic.

3. The CPE will be installed at the location(s) set forth in Appendix A, approximately sixteen (16) weeks after execution of this Application by both parties. Customer will not permit public access to this equipment and will provide Bell Atlantic personnel unconditional access to the CPE. Since it is Customer's responsibility to provide adequate security for the CPE, risk of loss for the CPE shall pass to Customer upon delivery of the CPE to Customer's installation location(s).

Bell Atlantic's obligation to meet the installation date is contingent upon Bell Atlantic being able to obtain delivery of the necessary CPE from the manufacturer at least thirty (30) days prior to the installation date. In the event Bell Atlantic is unable to complete timely installation, the Customer may at its option, agree to delay installation up to six (6) months.

4. Any attempt on Bell Atlantic's part to assign this Application or assign or transfer its CPE or Software installation and/or maintenance obligations in whole or in part to any entity other than an affiliate of Bell Atlantic or on Customer's part to assign this Application to a successor to substantially all of the assets of Customer shall be void without the prior written consent of the other party which consent shall not be unreasonably withheld.

5. The service period for which CPE and Services will be provided and paid for and the rates and charges to be paid by Customer for the Services and CPE, including the charges for installation and maintenance shall be for sixty (60) consecutive months. The rates and charges stated in Appendix B do not include rates and charges for any other aspect of 9-1-1 services used in connection with the CPE and Services provided pursuant to this Application.

THIS APPLICATION DOES NOT COVER PRODUCTS OR SERVICES OBTAINED UNDER TARIFF.

6. Bell Atlantic or its suppliers shall retain all right, title and interest in, and ownership of, all CPE and all facilities and equipment used to provide the Services. At the conclusion of the service period, Bell Atlantic shall have free and unimpeded access at Customer's locations at all reasonable times to remove all facilities and equipment used to furnish the CPE and Services. During the service period, Bell Atlantic shall have free and unimpeded access at all reasonable times to Customer's locations for the purpose of installing, maintaining, repairing, and inspecting such facilities, equipment and CPE. No charge shall be made for such

access. Bell Atlantic, its employees, agents and subcontractors shall comply with all rules and regulations while on Customer's premises.

7. Ownership of software used in the CPE shall remain with Bell Atlantic's suppliers. Use of such software by Customer is subject to the terms of Appendix C, "Software Sublicense", which is attached and incorporated herein.

8. If Customer changes or cancels this Application prior to establishment of Service, Customer will pay certain Bell Atlantic costs associated with such cancellation or changes as may be required by Tariff Virginia, S.C.C. - No. 201, § 1, ¶ C. 1.

9. Bell Atlantic shall not be responsible hereunder for the installation, repair, or maintenance of facilities or equipment furnished by Customer for use with the CPE and the Services.

10. To the extent that the CPE provided hereunder is interconnected to other services provided by Bell Atlantic or other persons, such other services shall not be construed to be provided under this Application.

11. Bell Atlantic will install the CPE products in accordance with manufacturer's specifications and the standard practices of the communications industry, so long as Customer permits Bell Atlantic the access to its premises that are required. The CPE will be installed at Customer's location(s) specified in Appendix A. Bell Atlantic will deliver the CPE, complete installation, and complete testing in accordance with the schedule set forth in Appendix A and to notify Customer as soon as practicable of any delay. If Customer causes a delay in the delivery, installation, or testing of the Products, then Bell Atlantic reserves the right to apply the reasonable charges incurred as result of said delay, including but not limited to, additional labor, storage of Products, and price increases of Products. Upon completion of the installation, Bell Atlantic will test the system in accordance with Section 12, below, and will notify Customer when testing is complete. Additional then-current time and material charges may apply if Bell Atlantic is required to perform extra services because of unprepared sites, Customer's acts or omissions (including delay of installation), or conditions about which were not visible during site inspection prior to signing this Application. Customer agrees to pay such charges. If Bell Atlantic agrees to accept the return of a Product that was originally ordered by Customer but has not been installed at Customer's request or fault, Bell Atlantic reserves the right to charge Customer a minimum twenty percent (20%) of the applicable CPE price as a restocking fee.

12. Upon installation of the CPE and Services by Bell Atlantic, the CPE and Services shall be tested in accordance with manufacturer's specifications and standard industry practices for a period of thirty (30) consecutive days. Upon successful testing of the CPE and Services, Customer shall accept the CPE and Services in writing, subject to any specification discrepancies which do not prevent successful testing.

13. It shall be the responsibility of the Customer to timely provide an appropriate, secure site with adequate floor space for the location of the CPE, including maintenance spares, and the bonding, grounding, power (electrical and telecommunications connections) and environmental conditions necessary for proper installation and the optimum operation of the CPE. The minimum environmental and electrical conditions to be provided by Customer under this Agreement are set forth in Appendix D, "Environmental Conditions", incorporated herein by reference. Bell Atlantic shall not be responsible for CPE failures caused by Customer's breach of this section. Bell Atlantic has examined the proposed environmental and electrical conditions and found them to be appropriate and in compliance with this provision. Customer warrants that it shall maintain the appropriate environmental and electrical conditions through the term of this Agreement.

14. In order to install the CPE properly and on time, Customer may not add to or delete CPE nor alter Customer data (hereinafter "Changes") between the date that the configuration of the CPE is firm ("Firm Configuration Date") and the date scheduled for completion of the CPE ("Installation Completion Date"). At other times, Changes shall be allowed which, solely and combined, do not increase or decrease the Total Product Price by more than twenty percent (20%). A change may be made by use of the following procedures: (a) Customer shall notify Bell Atlantic in writing of the desired Change (b) Bell Atlantic agrees to promptly prepare a

Change Order which adjusts the Total Product Price and/or Work Schedule. Bell Atlantic will then submit the prepared Change Order to Customer for approval, and (c) upon Customer's signing of the Change Order, the Change Order will be an executed legally binding document that will modify this Agreement. Any increase or decrease in the Total Product Price caused by a Change shall be adjusted upward or downward to the Customer's Payment Schedule, as appropriate.

15. Bell Atlantic shall provide training classes for all Call-Taker positions and Supervisors and such classes shall be tailored to meet Customer's requirements. Training will be held at Customer's site after acceptance of the equipment and at times mutually agreeable to the parties. Classes shall be limited to eight (8) students per class. Such classes shall be at no additional charge to Customer and the type of equipment used will determine the number of classes required based on class lengths as follows:

- Console training – Call-Takers 1 1/2 hours in length, Supervisors 2 hours in length

Additional classes beyond those specified herein may be provided by Bell Atlantic at Customer's request and for an additional charge.

16. Customer shall purchase maintenance service from Bell Atlantic and shall be entitled to such maintenance service twenty-four (24) hours a day, seven (7) days a week during the term of this Agreement. Maintenance service covers CPE failure caused by normal wear and tear. Maintenance service entitles Customer, at Bell Atlantic's option, to CPE repair or replacement without additional charge for parts or labor. Bell Atlantic will use new or like-new parts, and any parts replaced become Bell Atlantic's property. Customer must provide Bell Atlantic with the access that Bell Atlantic requires for maintenance service. Bell Atlantic will notify Customer's on-duty supervisor upon arrival at Customer's site.

Customer may report a CPE failure twenty-four (24) hours per day, seven (7) days per week, by calling Bell Atlantic at 1-800-773-7911 or such other number that Bell Atlantic provides Customer in writing. Bell Atlantic shall respond remotely or on-site within four (4) hours from the time Bell Atlantic is notified of a major failure. Bell Atlantic shall respond remotely or on-site for all non-service affecting minor failures within twenty-four (24) hours. A major failure of voice Products occurs when: (a) Customer cannot use a central answering station to place or receive inside or outside calls; (b) Customer has 12 stations or fewer and cannot use at least 50% of them to place or receive inside or outside calls; (c) Customer has 13 to 32 stations and cannot use at least 25% of them to place or receive inside or outside calls; (d) Customer has 33 stations or more and cannot use at least 15% of them to place or receive inside or outside calls. All other failures shall be deemed minor failures.

Maintenance service does not cover CPE failure caused by other than normal wear and tear, including without limitation, failure caused by acts or omissions beyond Bell Atlantic's reasonable control, including, but not limited to acts of God, power outages or surges. Maintenance service does not cover supplementing, rearranging, relocating, modifying, or removing the CPE. If such activities by Customer or others cause safety hazards or CPE malfunctions, Bell Atlantic will respond within the time frames mentioned above and Bell Atlantic will be entitled to correct the hazard at additional then-current time and material charges, which Customer agrees to pay.

17. Bell Atlantic shall not be liable for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Bell Atlantic's reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties other than Bell Atlantic's subcontractors and/or suppliers (unless Bell Atlantic provides proof that such delays, damages, or failures in performance by its subcontractors and/or suppliers were unavoidable), fires, floods, civil disturbances, war, riots, insurrections, strikes or other labor-related disputes. Delays attributable to such losses, damages, acts, omissions, events or failures which affect the work schedule shall result in equitable adjustments to the work scheduled by Change Order for a period of time at least equal to the periods of delay.

18. If Customer's use of any CPE is prohibited by court action based on a U.S. patent or copyright infringement claim or Bell Atlantic believes that such a prohibition or a claim of infringement is likely, and if the claim does not arise from the use or combination of Bell Atlantic's CPE with the products of another, then Bell Atlantic, at Bell Atlantic's option and expense, will: (a) buy for Customer the right to continue using the CPE; (b) modify the CPE so that it is not infringing; or, if options (a) and (b) are unavailable, (c) buy back the infringing CPE at Customer's purchase price, minus reasonable sums for depreciation.

19. In the event Bell Atlantic is in breach or default of any of the material terms or conditions of this Application and has not taken steps to cure such breach or default within thirty (30) days from date of receipt of written notice from Customer, then in addition to all other rights and remedies at law, in equity or otherwise, Customer shall have the right to terminate the Application without further obligation to Bell Atlantic except that Customer shall pay Bell Atlantic for all CPE and/or Services provided to Customer up to and including the date of termination.

20. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, Customer may terminate this Application upon thirty (30) days prior written notification to Bell Atlantic. Customer agrees to pay Bell Atlantic all monies due for CPE provided or services performed up to and including the date of termination. Customer shall reimburse Bell Atlantic for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies, work or services delivered by Bell Atlantic under this Application.

21. If after thirty (30) days written notice Customer fails to pay charges for CPE or Service or otherwise fail to perform a material term of this Agreement, Customer authorizes and appoints Bell Atlantic to do any or all of the following at Bell Atlantic's option: (a) terminate this Agreement and remove the CPE in accordance with the provisions of this Application; (b) for failure to pay the monthly recurring charge when due, charge Customer then-current time and material charges for Service and CPE furnished at Customer's request after default by Customer; (c) cease providing Customer any services or CPE until the charges Customer owes Bell Atlantic are paid in full and/or Customer's other obligations are fully performed. The remedies in this paragraph are not exclusive but additional to rights and remedies available at law or in equity.

22. BELL ATLANTIC'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS APPLICATION INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CPE LEASED, SERVICES PERFORMED, OR FROM BELL ATLANTIC'S NEGLIGENT ACTS OR OMISSIONS, SHALL, EXCEPT IN CASES OF PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY, BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. EXCEPT IN CASES OF PERSONAL INJURY OR DAMAGES TO TANGIBLE PROPERTY, BELL ATLANTIC SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER RECOVERY OR SUCH DAMAGES IS SOUGHT IN TORT, INCLUDING BELL ATLANTIC'S NEGLIGENCE, CONTRACT, OR OTHERWISE, EVEN IF BELL ATLANTIC HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

23. Bell Atlantic shall indemnify, hold harmless, and defend Customer against all losses, claims, damages, and liabilities arising from claims by third parties relating to physical injury or to death of individuals or relating to damages to tangible property, and to promptly pay costs, reasonable attorney's fees, settlements, judgments, and any damages awarded or resulting from any such claims, to the extent such losses, claims, damages, liabilities, are due to the negligence of Bell Atlantic, its agents, employees or subcontractors; provided however, that Customer shall promptly advise of any such claim and shall cooperate with Bell Atlantic in the defense or settlement of such claim, but at such time as Bell Atlantic shall assume responsibility in writing therefore, Bell Atlantic shall have sole control thereof. Bell Atlantic shall save harmless Customer against all damages to Customer's tangible property, to the extent such damages are due to the negligence of Bell Atlantic, its agents, employees or subcontractors.

24. No employees of the Customer's, shall be admitted to any share or part of this Application or to any benefit that may arise therefrom which is not available to the general public.

25. All licenses, permits and certificates required for and in connection with any and all parts of this Application shall be secured by Bell Atlantic at its own expense. Bell Atlantic will perform all work in such a manner as to comply with the laws of the local, state and federal government as may apply.

26. During the performance of this Application, Bell Atlantic agrees as follows:

- a. Bell Atlantic will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Bell Atlantic. We agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the intent of this nondiscrimination clause.
- b. Bell Atlantic, in all solicitation of advertisements for employment placed by or on behalf of Bell Atlantic, will state that it is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Bell Atlantic will include non-discrimination clauses in all subcontracts or purchase orders over the amount of \$10,000.

27. Bell Atlantic certifies that this Application was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement transaction and payment, loan subscription, advance, deposit or money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. Bell Atlantic will be legally considered as an independent contractor and neither Bell Atlantic nor its employees will, under any circumstances, be considered servants or agent of the Customer. The Customer will not be legally responsible for any negligence or other wrongdoing by Bell Atlantic, its servants or agents. The Customer will not withhold from the contract payments to Bell Atlantic any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Bell Atlantic. Further, the Customer will not provide to Bell Atlantic any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Customer for its own employees.

29. Within seven days after receipt of amounts paid by Customer for work performed by a subcontractor under this Agreement, Bell Atlantic shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Customer attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the Customer and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

Bell Atlantic shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item b. above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

30. If any portion of this Application is held to be unenforceable, that portion shall be severed from the Application and the remainder of the Application shall continue in full force and effect.

31. Customer's obligations under this Application with respect to payment of charges due shall survive termination or expiration of this Application.

32. A failure by either party to exercise its rights under this Application is not a waiver.

33. Notices required by this Application must be in writing and sent by first class mail or certified mail, return receipt requested to: Bell Atlantic Network Services, Inc., 2980 Fairview Park Drive, 7th Floor, Falls Church, Virginia 22042, ATTN: Director, LBS Contracts, if to Bell Atlantic, and to: The Town of Christiansburg Emergency Services, Lebanon, Virginia, ATTN: Mr. Barry Helms, if to Customer, at the respective addresses for the parties first set forth above. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective three (3) days after the posting. Notices sent by certified mail shall be effective on the date noted on the return receipt. For purposes of this section, facsimiles shall be considered adequate notice.

34. This Application shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

35. This Application and the Appendices attached to this Application constitute the entire agreement between the parties on the subject matter of this Agreement, and they supersede any prior or contemporaneous representations, understandings, or agreements on the subject matter of this Application. Customer warrants that it has not relied on such prior or contemporaneous representations, understandings, or agreements in signing this Application.

36. This Application shall not become effective until it has been executed by an authorized representative of Customer and accepted and executed by an authorized representative of Bell Atlantic.

AGREED TO:

THE TOWN OF CHRISTIANSBURG, VIRGINIA

By: *[Signature]*
J.R. LANCE TERPENNY
(Typewritten or Printed Name)

Title: TOWN MANAGER

Date: 3/15/99

ACCEPTED BY:

BELL ATLANTIC - VIRGINIA, INC.

By: *[Signature]*
Alvin K. Bailey
(Typewritten or Printed Name)

Title: SYSTEMS MANAGER

Date: 3/22/99

APPENDIX A

DESCRIPTION OF SERVICES AND CPE

1. Configuration or Equipment List:

- 4 911 Trunks
- 5 Administrative Lines
- 2 Recorder interfaces
- 2 20 Button Electrokey Flushmount APU's w/ANI & ALI Displays
- 1 CADS Interface
- 1 ANI/ALI Printer
- 2 TDD Keyboards

Note: Headset Jacks are standard with flushmount sets.

2. Installation Location(s):

The CPE shall be installed at The Town of Christiansburg Police Department, Christiansburg, VA.

3. Maintenance Spares:

Bell Atlantic will purchase maintenance spares for this equipment to be kept on Customer's property.
Risk of loss for the spares shall be with Customer.

APPENDIX B

RATES

Bell Atlantic will lease a Plant 9-1-1 Enhanced System as described in Appendix A to Customer based upon the following terms:

Lease/Purchase - Lump Sum Capital Payment

1. Lease Term: 60 Months
2. Lump Sum Payment: \$142,500 (due upon acceptance of the equipment)
3. Monthly Maintenance: \$ 0.00

Lump sum charge will be billed on Customer's existing 911 account in the bill cycle following cutover date.

At the end of the term, Customer has the option to pay \$ 1.00 to own the equipment and to continue maintenance at a mutually agreed upon rate. If Customer does not choose to purchase the equipment at the end of the term, Bell Atlantic shall remove the equipment in accordance with the terms of this Application.

The Town of Christiansburg is responsible for properly grounding and bonding the 911 Center, and for keeping the equipment in an environmentally controlled room. The Town of Christiansburg must provide electricity (UPS - uninterrupted power supply) to the equipment room as well as to each individual console. End user training is included in the above rate quotes and is for one full day to include three shifts with 3 people per shift. Equipment delivery normally takes approximately 12 weeks following a signed lease agreement.

APPENDIX C

SOFTWARE SUBLICENSE

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- Make any copies of the Software except such limited number of object code copies in machine readable form only, as may be reasonably necessary for execution of archival purposes only; or
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- Attempt to reverse engineer, disappear, reverse translate, decompile, or in any other manner decode the Software, in order to derive the source code from or for any other reason; or
- Make full or partial copies of any documentation or other similar printed or machine-readable matter provided with licensed Software unless the same has been supplied in a form by Bell Atlantic intended for periodic reproduction of partial copies; or

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AGREED AND ACCEPTED

THE TOWN OF CHRISTIANBURG, VIRGINIA

By ✓

✓
(Typed or Printed Name)

Title ✓

Date ✓

APPENDIX D

ENVIRONMENTAL CONDITIONS

Environmental Requirements

The MAARS system has a modular design and can be installed in the "telephone" equipment room. The wall mounted MAARS requires 12 square feet of wall space. The priorities for selecting a location are accessibility for installation and service and protection against physical damage to the system and its wiring. Space will not be a problem at the Town's PSAP. The most common hazard in an office is static electricity discharge. The telecommunicator stations need to be static controlled.

Environmental Specifications

Condition	Measure	APU	Modules	Power
Temperature	C	0-40	0-40	0-40
Humidity	%non-condensing	20-80	20-80	20-80
ESD	KV	<10	<25	-
Heat Output	BTU/hr	14	10	25

Each Answering Position (APU) requires two 115 VAC outlets; one for the APU transformer, the other for the ALI display. Additional outlets are required for test equipment and printer.



Town of Christiansburg, Virginia 24073-3029

100 East Main Street
Telephone 540-382-6128
FAX 540-382-7338

November 20, 2001

OFFICE OF:

Jerry Simonoff
Chairman, Virginia Wireless E-911 Services Board

Dear Mr. Simonoff:

As per your request, this letter is to verify the Town of Christiansburg has eight (8) dispatchers employed. Their combined salaries for fiscal year July 1, 2000 - June 30, 2001 was \$208,695. The benefit package of 46.32 % was \$96,668 making a total of \$305,363.

Sincerely,

R. Lance Terpenney
Town Manager/Finance Director
Town of Christiansburg

ESTABLISHED
NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR
HAROLD G. LINKOUS

COUNCIL MEMBERS
DALE F. ASHWORTH
RICHARD D. BALLENGEE
D. MICHAEL BARBER
ANN H. CARTER
RAY E. LESTER, JR.
W. SCOTT WEAVER

TOWN MANAGER
R. LANCE TERPENNEY

TREASURER
MARIE H. HOWARD

CLERK OF COUNCIL
MICHELE M. CREGGER

TOWN ATTORNEY
WILLIAM J. MCGHEE